

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

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GOLDEN BOY PROMOTIONS, INC.,
Plaintiff,
v.
TOP RANK, INC. et al,
Defendants.

2:10-cv-01619-RLH-RJJ

ORDER

Defendants' Motion for Leave to File Motion to
Compel Arbitration in Redacted Form and
Under Seal (#20)

Plaintiff's Motion for Leave to File Redacted
Copies of Plaintiffs Opposition Papers To
Defendants Motion To Compel Arbitration And
File Unredacted Copies Thereof Under Seal
(#27)

Defendants' Motion to File Redacted and
Sealed Copies of Reply (#34)

This matter comes before the Court on Defendants' Motion for Leave to File Motion to
Compel Arbitration in Redacted Form and Under Seal (#20), Plaintiff's Motion for Leave to File
Redacted Copies of Plaintiffs Opposition Papers To Defendants Motion To Compel Arbitration
And File Unredacted Copies Thereof Under Seal (#27), and Defendants' Motion to File Redacted
and Sealed Copies of Reply (#34).

BACKGROUND

This case involves claims of fraud and breach of contract, among other things, related to
the promotional rights of world champion boxer Manny Pacquiao. The motions listed above
seek permission to file redacted versions of pleadings in order to protect confidential information
contained in an agreement (Term Sheet) entered into by the parties that resolved previous
litigation.

DISCUSSION

There are two standards that generally govern motions to seal documents. *Pintos v. Pacific Creditors Ass’n*, 605 F.3d 665, 677 (9th Cir. 2010). A compelling reasons standard applies to most judicial records and to material attached to or included in dispositive motions. *Pintos*, 605 F.3d at 678; *Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1179 (9th Cir. 2006). To meet the compelling reasons standard, a party must overcome a strong presumption in favor of access by showing articulable facts that a compelling reason exists. *Hagestad v. Tragesser*, 49 F.3d 1430, 1434 (9th Cir. 1995). Factors to consider include, but are not limited to: “the public interest in understanding the judicial process and whether disclosure of the material could result in improper use of the material for scandalous or libelous purposes or infringement upon trade secrets.” *Pintos*, 605 F.3d at 679 n.6.

Private materials unearthed during discovery and material attached to nondispositive motions may be entitled to protection upon the showing of good cause. FED. R. CIV. P. 26(c)(1); *Pintos*, 605 F.3d at 678. The good cause standard presents a lower burden for the party wishing to seal documents than the compelling reasons standard because “[t]he cognizable public interest in judicial records that underlies the ‘compelling reasons’ standard does not exist for documents produced between private litigants.” *Pintos*, 605 F.3d at 678. “To demonstrate good cause to seal a document, ‘the party seeking protection bears the burden of showing specific prejudice or harm will result if no protective order is granted.’” *Baldwin v. United States*, 732 F.Supp.2d 1142, (D.N.Mar.I. 2010) (quoting *Phillips ex rel. Estates of Byrd v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir.2002)).

Here, the parties must meet the compelling reasons standard. The parties seek to seal unredacted copies of pleadings related to Defendants’ Motion to Compel Arbitration (#21, 22). A motion to compel arbitration is a dispositive motion. See *Amisil Holdings Ltd. v. Clarium Capital Mgmt.*, 622 F.Supp.2d 825, 826-27 (N.D.Cal. 2007) (upholding a Magistrate Judge’s Report and Recommendation on a motion to compel arbitration); *Branco v. Norwest Bank Minnesota, N.A.*, 381 F.Supp.2d 1274, 1279 (D.Haw. 2005) (holding that a motion to compel arbitration was timely where it was filed before the deadline to file dispositive motions).

1 If the details of the Term Sheet were released to the public it could be “[a] source of
2 business information that might harm [the] litigants’ competitive standing.” *Nixon v. Warner*
3 *Communications, Inc.*, 435 U.S. 589, 598 (1978) (holding that courts have refused access to
4 sources of business information that might harm a litigant's competitive standing). While the
5 parties have failed to mention specific harms that could occur, it is apparent that the parties did
6 not intend for the information in the Term Sheet to become public because it contains detailed,
7 confidential business dealings. This is supported by the fact that the agreement itself contains a
8 confidentiality provision and that the arbitrator ordered the parties to keep the details of the
9 agreement confidential. Term Sheet at p.5 ¶ 13, Attached as Exhibit B to Complaint.
10 Publication of those confidential business dealings could cause harm to the litigants’ business
11 and therefore constitutes a compelling reason to seal the details of the Term Sheet.

12 **CONCLUSION**

13 Based on the foregoing, and good cause appearing therefore,

14 IT IS HEREBY ORDERED that Defendants' Motion for Leave to File Motion to Compel
15 Arbitration in Redacted Form and Under Seal (#20), Plaintiff's Motion for Leave to File
16 Redacted Copies of Plaintiffs Opposition Papers To Defendants Motion To Compel Arbitration
17 And File Unredacted Copies Thereof Under Seal (#27), and Defendants' Motion to File Redacted
18 and Sealed Copies of Reply (#34) are **GRANTED**.

19 DATED this 17th day of February, 2010.

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23 ROBERT J. JOHNSTON
24 United States Magistrate Judge
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